

P 4/29/09 2:19:05  
BK 131 PG 542  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

P 12/09/08 3:25:14  
BK 129 PG 667  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**THE LEONARD F. MURNANE INCOME TRUST**

WHEREAS, **Leonard F. Murnane**, hereinafter referred to as the Settlor, now has a monthly income that exceeds the current Mississippi Medicaid income limits, and;

WHEREAS, the total monthly income received by Settlor is not sufficient to pay for expenses associated with long-term care services and related services, and;

WHEREAS, Settlor's other available assets have been exhausted by Settlor's long-term care expenses, and;

WHEREAS, the principal purpose of this Trust is to receive all income payments due Settlor in excess of the Settlor's cost of care, including Social Security benefits, retirement benefits, interest, dividends, or other income. The Settlor's cost of care will be determined by the daily rate that Medicaid pays the nursing facility in which the Settlor resides. If the rate of the facility is less than the Settlor's income, the excess income will be used to fund the income trust. If the rate for the facility is more than the Settlor's income, the Settlor's total income, less authorized deductions, will be paid to the nursing facility. Any income in excess of the Settlor's cost of care and authorized deductions will be retained as part of the Trust.

**WITNESSETH:**

This **LEONARD F. MURNANE INCOME TRUST AGREEMENT** is entered into between **Leonard F. Murnane**, "Settlor," and **Paul F. Murnane**, "Trustee", who agree as follows:

(A) The Trustee shall place all income in excess of Settlor's cost of care and Medicaid-authorized deductions into the Trust, and the Trustee shall hold such income under the following terms and conditions:

(1) Trustee shall retain the excess income in the Income Trust Account.

Trustee

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- (2) At the time of each review of the Settlor's Medicaid eligibility (at least annually) while this trust is in existence, if the Settlor's income exceeds the cost of care and authorized deductions, the Division of Medicaid will notify the Trustee of the amount that should be accumulated in the trust. The Trustee will then be requested to make payment of this amount to the Division of Medicaid up to the total amount expended by Division of Medicaid on behalf of the Settlor that has not previously been repaid to Medicaid. Failure to make the requested payments may result in the loss of Medicaid eligibility for the Settlor.
- (3) This trust will terminate upon the death of the Settlor; when the Settlor's Medicaid eligibility is terminated; when the Settlor's income no longer exceeds the current Medicaid income limits; or when the trust is otherwise terminated. At that time, any income amounts accumulated in the trust shall be paid over to the Division of Medicaid, State of Mississippi, up to the total amount expended by the Division of Medicaid on behalf of the Settlor that has not previously been repaid to Medicaid.
- (B) When requested, the Trustee shall furnish to the Division of Medicaid, State of Mississippi, an annual accounting to show all receipts and disbursements of the trust during the prior calendar year.
- (C) The Trustee shall maintain the trust funds on deposit in a federally insured banking institution.
- (D) No Trustee shall receive a Trustee's fee for services rendered to the trust, however, reasonable bank charges will be allowed.
- (E) The Trustee shall give written notice to the Division of Medicaid, State of Mississippi when the Settlor dies or when the trust is otherwise terminated.
- (F) In the event of the incapacity, resignation, or death of the Trustee, the successor Trustee shall be Dorothy A. Murnane.
- (G) The provisions of this Trust shall be interpreted under the laws of the State of Mississippi. The Trustee shall have the rights and authorities given Trustees under Mississippi law, including the provisions of Section 91-9-107 of Mississippi Code Annotated and all amendments thereto.

[End of Page]

The effective date of this trust shall be December, 2008.

IN WITNESS WHEREOF, this Leonard F. Murnane Income Trust Agreement has been executed on this the 20<sup>th</sup> day of October, 2008.

Leonard F. Murnane  
 Leonard F. Murnane, Settlor,  
 By: Dorothy A. Murnane, his Attorney-in-Fact

Paul F. Murnane  
 Paul F. Murnane, Trustee

STATE OF Tennessee  
 COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said county and state, on the 20 day of Oct, 2008, within my jurisdiction, the within named **Paul F. Murnane**, Trustee, who acknowledged that she executed the above and foregoing instrument.



My Commission Expires:

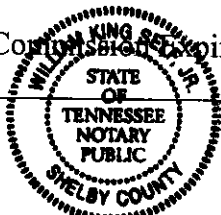
MY COMMISSION EXPIRES:  
 4-28-10

William King Self, Jr.  
 NOTARY PUBLIC

STATE OF Tennessee  
 COUNTY OF Shelby

Personally appeared before me, a Notary Public in and for said State and County, **Dorothy A. Murnane**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the attorney-in-fact of **Leonard F. Murnane**, the Settlor of the foregoing Trust, and is authorized by said Settlor to execute this instrument on the Settlor's behalf.

My Commission Expires:



MY COMMISSION EXPIRES:  
 4-28-10

William King Self, Jr.  
 NOTARY PUBLIC

Trustee Information:

Name: Paul F. Murnane  
Address: 9275 N. Fairmont Circle  
Collierville, TN 38017

Telephone Number: 901-753-9847

Trustee SSN:

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(not to be printed on recorded instrument)

Prepared by: Paul F. Murnane  
9275 N. Fairmont Cir.  
Collierville, TN 38017